

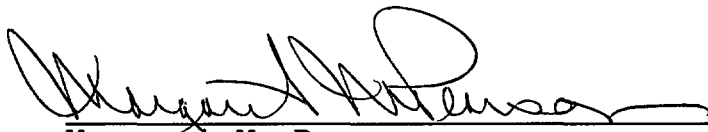
RECORDATION NO. 18035-21
FILED 1425

DEC 10 1992-11 25 AM
INTERSTATE COMMERCE COMMISSION

CERTIFICATE

I, MARGARET M. PEARSON, Notary Public, State of Wisconsin, hereby certify that I have compared the attached copy of the Twenty-First Supplemental Indenture dated April 15, 1980 with the original instrument and found the copy to be complete and identical in all respects to the original.

Executed on this 9th day of December 1992.



Margaret M. Pearson
Notary Public, State of Wisconsin
My Commission expires March 19, 1995
Telephone: (414) 221-2235

(SEAL)

[CONFORMED COPY]

WISCONSIN ELECTRIC POWER COMPANY

TO

FIRST WISCONSIN TRUST COMPANY

As Trustee

18035 *21*
RECORDATION NO. FILED 1125

DEC 10 1992 - 11:25 AM

INTERSTATE COMMERCE COMMISSION

Twenty-First Supplemental Indenture

DATED AS OF APRIL 15, 1980

First Mortgage Bonds,
11.40% Series due April 15, 1987

WISCONSIN ELECTRIC POWER COMPANY
Twenty-First Supplemental Indenture dated as of April 15, 1980

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* NOTE: The Table of Contents is not part of the Supplemental Indenture and should not be considered as such. It is included only for purposes of convenience.

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SUPPLEMENTAL INDENTURE, dated as of the fifteenth day of April, Nineteen hundred and eighty (1980) made by and between WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the first part, and FIRST WISCONSIN TRUST COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Trustee"), as Trustee under the Mortgage and Deed of Trust dated October 28, 1938, hereinafter mentioned, party of the second part;

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Mortgage and Deed of Trust dated October 28, 1938, as amended June 1, 1946, May 1, 1952 and April 1, 1958 (said Mortgage and Deed of Trust, as so amended, being hereinafter sometimes referred to as the "Original Indenture" and, together with all supplemental indentures thereto being sometimes referred to herein collectively as the "Indenture"), to secure the payment of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder, and to declare the terms and conditions upon which Bonds are to be issued thereunder; and indentures supplemental thereto dated October 28, 1938, June 1, 1946, March 1, 1949, June 1, 1950, May 1, 1952, May 1, 1954, April 15, 1956, April 1, 1958, November 15, 1960, November 1, 1966, November 15, 1967, May 15, 1968, May 15, 1969, November 1, 1969, July 15, 1976, January 1, 1978, May 1, 1978, May 15, 1978, August 1, 1979 and November 15, 1979, respectively, have heretofore been entered into between the Company and the Trustee; and

WHEREAS, Bonds have been issued by the Company under said Mortgage and Deed of Trust and indentures supplemental thereto prior to the date hereof as follows:

- (1) \$55,000,000 principal amount of First Mortgage Bonds, $3\frac{1}{2}\%$ Series due 1968, all of which have been redeemed prior to the date of execution hereof;
- (2) \$50,000,000 principal amount of First Mortgage Bonds, $2\frac{5}{8}\%$ Series due 1976, all of which have been retired for sinking fund purposes or paid at maturity prior to the date of execution hereof;
- (3) \$10,000,000 principal amount of First Mortgage Bonds, $2\frac{7}{8}\%$ Series due 1979, all of which have been retired for sinking fund purposes or paid at maturity prior to the date of execution hereof;

(4) \$15,000,000 principal amount of First Mortgage Bonds, $2\frac{3}{4}\%$ Series due 1980, which are described in the Supplemental Indenture dated June 1, 1950, of which \$10,995,000 principal amount remain outstanding at the date of execution hereof;

(5) \$12,500,000 principal amount of First Mortgage Bonds, $3\frac{1}{4}\%$ Series due 1982, which are described in the Supplemental Indenture dated May 1, 1952, of which \$9,224,000 principal amount remain outstanding at the date of execution hereof;

(6) \$20,000,000 principal amount of First Mortgage Bonds, $3\frac{1}{8}\%$ Series due 1984, which are described in the Supplemental Indenture dated May 1, 1954, of which \$15,375,000 principal amount remain outstanding at the date of execution hereof;

(7) \$30,000,000 principal amount of First Mortgage Bonds, $3\frac{7}{8}\%$ Series due 1986, which are described in the Supplemental Indenture dated April 15, 1956, of which \$22,070,000 principal amount remain outstanding at the date of execution hereof;

(8) \$30,000,000 principal amount of First Mortgage Bonds, $4\frac{1}{8}\%$ Series due 1988, which are described in the Supplemental Indenture dated April 1, 1958, of which \$22,969,000 principal amount remain outstanding at the date of execution hereof;

(9) \$30,000,000 principal amount of First Mortgage Bonds, 5% Series due 1990, which are described in the Supplemental Indenture dated November 15, 1960, of which \$26,756,000 principal amount remain outstanding at the date of execution hereof;

(10) \$30,000,000 principal amount of First Mortgage Bonds, $5\frac{7}{8}\%$ Series due 1996, which are described in the Supplemental Indenture dated November 1, 1966, of which \$28,041,000 principal amount remain outstanding at the date of execution hereof;

(11) \$40,000,000 principal amount of First Mortgage Bonds, $6\frac{7}{8}\%$ Series due 1997, which are described in the Supplemental Indenture dated November 15, 1967, of which \$37,959,000 principal amount remain outstanding at the date of execution hereof;

(12) \$35,000,000 principal amount of First Mortgage Bonds, $6\frac{7}{8}\%$ Series due 1998, which are described in the Supplemental Indenture dated May 15, 1968, of which \$33,771,000 principal amount remain outstanding at the date of execution hereof;

(13) \$40,000,000 principal amount of First Mortgage Bonds, 7¹/₄% Series due 1999, which are described in the Supplemental Indenture dated May 15, 1969, of which \$38,988,000 principal amount remain outstanding at the date of execution hereof;

(14) \$40,000,000 principal amount of First Mortgage Bonds, 8³/₈% Series due November 1, 1999, which are described in the Supplemental Indenture dated November 1, 1969, of which \$39,552,000 principal amount remain outstanding at the date of execution hereof;

(15) \$60,000,000 principal amount of First Mortgage Bonds, 8³/₄% Series due July 15, 2006, which are described in the Supplemental Indenture dated July 15, 1976, all of which remain outstanding at the date of execution hereof;

(16) \$25,000,000 principal amount of First Mortgage Bonds, 6.10% Serial Series 1978A, which are described in the Supplemental Indenture dated May 1, 1978, all of which remain outstanding at the date of execution hereof;

(17) \$1,000,000 principal amount of First Mortgage Bonds, 6.25% Serial Series 1978B, which are described in the Supplemental Indenture dated May 1, 1978, all of which remain outstanding at the date of execution hereof;

(18) \$80,000,000 principal amount of First Mortgage Bonds, 8⁷/₈% Series due 2008, which are described in the Supplemental Indenture dated May 15, 1978, all of which remain outstanding at the date of execution hereof;

(19) \$12,000,000 principal amount of First Mortgage Bonds, 6.45% Series 1979A, which are described in the Supplemental Indenture dated August 1, 1979, all of which remain outstanding at the date of execution hereof;

(20) \$4,000,000 principal amount of First Mortgage Bonds, 6.45% Series 1979B, which are described in the Supplemental Indenture dated August 1, 1979, all of which remain outstanding at the date of execution hereof;

(21) \$10,000,000 principal amount of First Mortgage Bonds, 6.50% Serial Series 1979C, which are described in the Supplemental Indenture dated August 1, 1979, all of which remain outstanding at the date of execution hereof;

(22) \$50,000,000 principal amount of First Mortgage Bonds, 10.2% Series due 1982, which are described in the Supplemental Indenture dated November 15, 1979, all of which remain outstanding at the date of execution hereof;

and

WHEREAS, the Company is entitled at this time to have authenticated and delivered additional Bonds on the basis of the net bondable value of property additions not subject to an unfunded prior lien, upon compliance with the provisions of Section 4 of Article III of the Original Indenture; and

WHEREAS, the Company desires by this Supplemental Indenture to provide for the creation of a new series of bonds under the Original Indenture, to be designated "First Mortgage Bonds, 11.40% Series due April 15, 1987" (hereinafter called the "New Bonds"); and the Original Indenture provides that certain terms and provisions, as determined by the Board of Directors of the Company, of the Bonds of any particular series may be expressed in and provided for by the execution of an appropriate supplemental indenture; and

WHEREAS, the Original Indenture provides that the Company and the Trustee may enter into indentures supplemental to the Original Indenture to add, to the covenants and agreements of the Company contained in the Original Indenture, other covenants and agreements thereafter to be observed; and

WHEREAS, the Company, in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee a supplemental indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in consideration of the premises and of the mutual covenants herein contained and of the sum of One Dollar duly paid by the Trustee to

the Company at or before the time of the execution of this Supplemental Indenture, and of other valuable considerations, the receipt whereof is hereby acknowledged, the Company does hereby covenant and agree to and with the Trustee, and its successors in trust, under the Indenture, for the benefit of those who shall hold the Bonds, or any of them, issued or to be issued under the Indenture, as follows:

ARTICLE I.

DESCRIPTION OF NEW BONDS.

SECTION 1. The twenty-third series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be the New Bonds. The New Bonds shall, subject to the provisions of Section 1 of Article II of the Original Indenture, be designated as "First Mortgage Bonds, 11.40% Series due April 15, 1987" of the Company. The New Bonds shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture and of this Supplemental Indenture.

The New Bonds shall mature April 15, 1987, and shall bear interest at the rate of eleven and forty one-hundredths per cent per annum, payable semi-annually on the fifteenth days of April and October in each year (each such April 15 and October 15 being hereinafter called an "interest payment date"). The New Bonds shall be payable as to principal and interest in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and shall be payable (as well the interest as the principal thereof) at the agency of the Company in the City of Milwaukee, Wisconsin, or, at the option of the registered owner, at the agency of the Company in the Borough of Manhattan, The City of New York.

The interest so payable on any interest payment date shall be paid to the persons in whose names the New Bonds are registered at the close of business on the last business day (hereinafter called the "record date") which is more than ten days prior to such interest payment date, a "business day" being any day which is not a day on which banks in the City of Milwaukee, Wisconsin, are authorized by law to close; except that if the Company shall default in the payment of any interest due on such interest payment date, such defaulted interest shall be paid to the persons in whose names the New Bonds are registered on the date of payment of such defaulted interest, or at the election of the Company at the close of

business on a special record date for the payment of such defaulted interest established by notice given by mail by or on behalf of the Company not less than 15 days preceding such special record date.

Except as provided hereinafter, every New Bond shall be dated as of the date of its authentication and delivery, or if that is an interest payment date, the next day, and shall bear interest from the interest payment date next preceding its date or from April 15, 1980, whichever is later. Notwithstanding Section 6 of Article II of the Original Indenture, any New Bond authenticated and delivered by the Trustee after the close of business on the record date with respect to any interest payment date and prior to such interest payment date shall be dated as of the date next following such interest payment date and shall bear interest from such interest payment date; except that if the Company shall default in the payment of any interest due on such interest payment date, such Bond shall bear interest from the interest payment date to which interest on such Bond has been paid or April 15, 1980, whichever is later.

SECTION 2. The New Bonds shall be registered bonds without coupons, of the denomination of \$1,000 and any multiple of \$1,000, numbered consecutively from R1 upwards.

SECTION 3. The New Bonds and the Trustee's Certificate to be endorsed on the New Bonds shall be substantially in the following forms respectively:

[FORM OF BOND]

WISCONSIN ELECTRIC POWER COMPANY
(Incorporated under the laws of the State of Wisconsin)

FIRST MORTGAGE BOND, 11.40% SERIES DUE APRIL 15, 1987

No. R..... \$.

WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company", which term shall include any successor corporation as defined in the Amended Indenture mentioned on the reverse side hereof), for value received, hereby promises to pay to

or registered assigns, on the fifteenth day of April, 1987, the sum of Dollars, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and to pay interest thereon in like

coin or currency from the April 15 or October 15 next preceding the date of this Bond or from April 15, 1980, whichever is later, at the rate of eleven and forty one-hundredths per cent per annum, payable semi-annually, on the fifteenth days of April and October in each year until maturity, or, if this Bond shall be duly called for redemption, until the redemption date, or, if the Company shall default in the payment of the principal hereof, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Amended Indenture. The interest so payable on any April 15 or October 15 will, subject to certain exceptions provided in the indenture dated April 15, 1980, supplemental to the Amended Indenture, be paid to the person in whose name this Bond is registered at the close of business on the last business day which is more than ten days prior to such April 15 or October 15. Both principal of, and interest on, this Bond are payable at the agency of the Company in the City of Milwaukee, Wisconsin, or, at the option of the registered owner hereof, at the agency of the Company in the Borough of Manhattan, The City of New York.

This Bond shall not be entitled to any benefit under the Amended Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until First Wisconsin Trust Company, the Trustee under the Amended Indenture, or a successor trustee thereto under the Amended Indenture, shall have signed the form of certificate endorsed hereon.

Additional provisions of this Bond are set forth on the reverse hereof and such provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, Wisconsin Electric Power Company has caused this Bond to be signed in its name by its President or a Vice President, manually or in facsimile, and its corporate seal (or a facsimile

thereof) to be hereto affixed and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary.

Dated,

WISCONSIN ELECTRIC POWER COMPANY,

By

Attest:

President

.....

Secretary

[FORM OF TRUSTEE'S CERTIFICATE]

This Bond is one of the Bonds, of the series designated therein, described in the within-mentioned Amended Indenture and Supplemental Indenture of April 15, 1980.

FIRST WISCONSIN TRUST COMPANY,
Trustee,

By

Authorized Officer

[TEXT APPEARING ON REVERSE SIDE OF BOND]

This Bond is one of a duly authorized issue of Bonds of the Company (herein called the "Bonds"), in unlimited aggregate principal amount, of the series hereinafter specified, all issued and to be issued under and equally secured by a mortgage and deed of trust, dated October 28, 1938, executed by the Company to First Wisconsin Trust Company (herein called the "Trustee"), as Trustee, as amended by the indentures supplemental thereto dated June 1, 1946, May 1, 1952 and April 1, 1958, between the Company and the Trustee (said mortgage and deed of trust, as so amended, being herein called the "Amended Indenture") and all indentures supplemental thereto, to which Amended Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the bearers or registered owners of the Bonds, of the Company and of the Trustee in respect thereto, and the terms and conditions upon which the Bonds are, and are to be, secured. To the extent permitted by, and as provided in, the Amended Indenture, modifications or alterations of the Amended Indenture, or of any indenture supplemental

thereto, and of the rights and obligations of the Company and of the holders of the Bonds and any coupons appertaining thereto may be made with the consent of the Company by an affirmative vote of not less than 75% in amount of the Bonds entitled to vote then outstanding, at a meeting of Bondholders called and held as provided in the Amended Indenture, and by an affirmative vote of not less than 75% in amount of the Bonds of any series entitled to vote then outstanding and affected by such modification or alteration, in case one or more but less than all of the series of Bonds then outstanding under the Amended Indenture are so affected; provided, however, that no such modification or alteration shall be made which will affect the terms of payment of the principal of, or interest or premium (if any) on, this Bond, which are unconditional. The Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Amended Indenture provided. This Bond is one of a series designated as the "First Mortgage Bonds, 11.40% Series due April 15, 1987" (herein called "Bonds of April 15, 1987 Series") of the Company, issued under and secured by the Amended Indenture and all indentures supplemental thereto and described in the indenture supplemental thereto dated April 15, 1980 (hereinafter called the "Supplemental Indenture of April 15, 1980"), executed by the Company to the Trustee.

The Bonds of April 15, 1987 Series are subject to redemption (1) on April 15, 1985 and April 15, 1986 through operation of the Sinking Fund at a redemption price equal to 100% of the principal amount and (2) at any time or from time to time on or after April 15, 1985, as a whole or in part, at the option of the Company, at a redemption price equal to 100% of the principal amount, together in the case of any such redemption (whether through operation of the Sinking Fund or otherwise) with accrued interest to the redemption date; all subject to the conditions and as more fully set forth in the Amended Indenture and Supplemental Indenture of April 15, 1980.

The Sinking Fund provides for the redemption on April 15, 1985 and April 15, 1986 of \$23,333,000 principal amount of Bonds of April 15, 1987 Series. Bonds of April 15, 1987 Series acquired or redeemed by the Company otherwise than through Sinking Fund payments may be credited against subsequent Sinking Fund payments otherwise required to be made.

Notice of redemption shall be mailed, not less than thirty days nor more than sixty days prior to the redemption date, to all registered owners

of the Bonds to be redeemed, at their addresses as the same shall appear on the transfer register of the Company; all subject to the conditions and as more fully set forth in the Amended Indenture and the Supplemental Indenture of April 15, 1980. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the owner receives it.

In case an event of default, as defined in the Amended Indenture, shall occur, the principal of all the Bonds at any such time outstanding under the Amended Indenture and all indentures supplemental thereto may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Amended Indenture. The Amended Indenture provides that such declaration may in certain events be waived by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by the registered owner hereof, in person or by duly authorized attorney, on the books of the Company to be kept for that purpose at the agency of the Company in the Borough of Manhattan, The City of New York, and at the agency of the Company in the City of Milwaukee, Wisconsin, upon surrender and cancellation of this Bond and on presentation of a duly executed written instrument of transfer, and thereupon a new registered Bond or Bonds of the same series, of the same aggregate principal amount and in authorized denominations, will be issued to the transferee or transferees in exchange herefor; and this Bond, with or without others of like series, may in like manner be exchanged for one or more new registered Bonds of the same series of other authorized denominations but of the same aggregate principal amount; all subject to the terms and conditions set forth in the Amended Indenture.

No recourse shall be had for the payment of the principal of, or the interest on, this Bond, or for any claim based hereon or on the Amended Indenture or any indenture supplemental thereto, against any incorporator, or against any stockholder, director or officer, as such, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers, as such, being released by every owner hereof by the acceptance of this Bond and as part of the

consideration for the issue hereof, and being likewise released by the terms of the Amended Indenture.

SECTION 4. Until the New Bonds in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Trustee shall authenticate and deliver, in lieu thereof, New Bonds in temporary form, as provided in Section 9 of Article II of the Original Indenture. Such New Bonds in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in such Bonds in definitive form, include a reference to this Supplemental Indenture for a statement of such redemption prices.

ARTICLE II.

ISSUE OF NEW BONDS.

SECTION 1. The principal amount of New Bonds which may be authenticated and delivered hereunder is not limited except as the Original Indenture limits the principal amount of Bonds which may be issued thereunder.

SECTION 2. New Bonds for the aggregate principal amount of Seventy Million Dollars (\$70,000,000), being the initial issue of New Bonds, may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the Company, upon receipt by the Trustee of the resolutions, certificates, instruments and opinions required by Sections 3 and 4 of Article III and by Article XVIII of the Original Indenture.

ARTICLE III.

OPTIONAL REDEMPTION.

SECTION 1. The New Bonds shall, subject to the provisions of Article V of the Original Indenture, be redeemable at any time or from time to time on or after April 15, 1985, as a whole or in part, at the option of the Board of the Company, upon payment of a redemption price equal to 100% of the principal amount of the New Bonds to be redeemed, together, in each case, with accrued interest to the redemption date. Any New Bonds redeemed by the Trustee pursuant to the provisions of this Section may be made the basis for the authentication and delivery of

Bonds and/or the withdrawal of cash and/or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Indenture.

SECTION 2. Notice of redemption shall be sufficiently given if mailed, postage prepaid, not less than thirty days and not more than sixty days prior to the date fixed for redemption, to the registered owners of the Bonds to be redeemed, at their addresses as the same shall appear on the transfer register of the Company. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the owner receives it.

ARTICLE IV.

SINKING FUND.

SECTION 1. As and for a Sinking Fund for the retirement of New Bonds, the Company will, until all New Bonds are paid or payment thereof provided for, deposit with the Trustee, on or prior to April 15 in 1985 and 1986, an amount in cash sufficient to redeem on such April 15 \$23,333,000 aggregate principal amount of New Bonds as the Company shall specify in the officers' certificate delivered pursuant to Section 3 of this Article IV, in each case at a redemption price equal to 100% of the principal amount together with accrued interest to the redemption date. The cash amount of any Sinking Fund payment is subject to reduction as provided in Section 2 of this Article IV. Each Sinking Fund payment shall be applied to the redemption of New Bonds.

All cash paid to the Trustee pursuant to the provisions of this Section shall be held in trust, but not as part of the trust estate, for the benefit of the holders of the New Bonds.

SECTION 2. The Company (1) may deliver outstanding New Bonds (other than any previously called for redemption) and (2) may apply as a credit New Bonds which have been redeemed at the option of the Board of the Company pursuant to Section 1 of Article III above, in each case in satisfaction of all or any part of any Sinking Fund payment required to be made pursuant to Section 1 of this Article IV, *provided* that such New Bonds have not been previously so credited. Each such New Bond shall be received and credited for such purpose by the Trustee at 100% of the principal amount thereof and the amount of such Sinking Fund payment shall be reduced accordingly.

SECTION 3. On or before February 15 in 1985 and 1986, the Company will deliver to the Trustee an officers' certificate specifying the portion, if any, of the next ensuing Sinking Fund payment required to be made pursuant to Section 1 of this Article IV which is to be satisfied by payment of cash and the portion thereof, if any, which is to be satisfied by delivering and crediting New Bonds pursuant to Section 2 of this Article IV. The Company will also deliver to the Trustee on or prior to April 15 in such year any New Bonds to be so delivered. Before March 15 in each such year the Trustee shall select the New Bonds to be redeemed upon the next ensuing April 15 in the manner specified in Article V of the Original Indenture and shall cause notice of the redemption thereof to be given in the name and at the expense of the Company in the manner provided in Section 2 of Article III above. Such notice having been duly given, the redemption of such New Bonds shall be made upon the terms and in the manner stated in Article V of the Original Indenture. Any New Bonds redeemed by the Trustee pursuant to the provisions of this Article IV may be made the basis for the authentication and delivery of Bonds (other than New Bonds) and/or the withdrawals of cash and/or the reduction in the amount of cash required to be paid to the Trustee under any provision of the Indenture (except this Article IV).

ARTICLE V.

ADDITIONAL PARTICULAR COVENANTS OF THE COMPANY.

The Company hereby covenants, warrants and agrees:

SECTION 1. That, so long as any New Bonds are outstanding, the Company will not make any restricted payment on its Common Stock, as such term is defined in Section 2 of this Article V, if, after giving effect to such restricted payment,

(a) the aggregate of all restricted payments made by the Company during the period commencing January 1, 1980 and ending on the last day of the third month preceding the month in which such restricted payment is made,

shall exceed

(b) the sum of \$227,941,963 at December 31, 1979 plus the net income of the Company (including dividends from subsidiary companies but excluding undistributed subsidiary earnings) during such period applicable to the Common Stock of the Company.

SECTION 2. The terms "restricted payment" and "restricted payment on its Common Stock", as such terms are used in this Article V, shall mean and include the declaration and payment of any dividend on the Common Stock of the Company (other than dividends payable solely in shares of Common Stock), and the making of any other distribution on and the acquisition for value of any shares of its Common Stock (except in exchange for shares of Common Stock).

ARTICLE VI.

SECTION 1 OF ARTICLE V LIMITED.

The provisions of Section 1 of Article V above shall be binding upon the Company and effective so long, but only so long, as any New Bonds are outstanding.

ARTICLE VII.

THE TRUSTEE.

The Trustee hereby accepts the trusts hereby declared and provided, and agrees to perform the same upon the terms and conditions in the Original Indenture and in this Supplemental Indenture set forth, and upon the following terms and conditions.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely.

ARTICLE VIII.

MISCELLANEOUS PROVISIONS.

All terms contained in this Supplemental Indenture and not defined herein shall, for all purposes hereof, have the meanings given to such terms in Article I of the Original Indenture.

Although this Supplemental Indenture for convenience and for the purpose of reference is dated as of April 15, 1980, the actual date of execution by the Company and by the Trustee is as indicated by their respective acknowledgments hereto annexed.

This Supplemental Indenture may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed

to be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, said Wisconsin Electric Power Company has caused this Supplemental Indenture to be executed on its behalf by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and said seal and this Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries; and said First Wisconsin Trust Company, in evidence of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be executed on its behalf by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and said seal and this Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries; all as of the fifteenth day of April, One thousand nine hundred and eighty.

WISCONSIN ELECTRIC POWER COMPANY,

[CORPORATE SEAL]

By /s/ C. S. McNEER
C. S. McNeer
President.

Attested:

/s/ J. H. GOETSCH
J. H. Goetsch
Secretary.

Signed, sealed and delivered by
WISCONSIN ELECTRIC POWER
COMPANY in the presence of:

/s/ DAWN L. FREITAG
Dawn L. Freitag

/s/ J. W. FLEISSNER
J. W. Fleissner
As Witnesses.

FIRST WISCONSIN TRUST COMPANY,

[CORPORATE SEAL]

By /s/ ERIC HAGERUP
Eric Hagerup
Vice President.

Attested:

/s/ F. R. OHSWALDT
F. R. Ohswaldt
Assistant Secretary.

Signed, sealed and delivered by FIRST
WISCONSIN TRUST COMPANY in the
presence of:

/s/ F. J. GINGRASSO
F. J. Gingrasso

/s/ DON BAILEY
Don Bailey
As Witnesses.

STATE OF WISCONSIN, }
COUNTY OF MILWAUKEE. } ss.:

On this 2nd day of May, 1980, before me personally appeared C. S. McNEER and J. H. GOETSCH, to me personally known, who, being by me severally duly sworn, did say: that C. S. McNeer is President and J. H. Goetsch is Secretary of WISCONSIN ELECTRIC POWER COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said C. S. McNeer and J. H. Goetsch severally acknowledged said instrument to be the free act and deed of said corporation.

/s/ WESLEY R. CLEVELAND, JR.
Wesley R. Cleveland, Jr.

Notary Public
State of Wisconsin
My Commission expires April 5, 1981
[Seal of Notary Public]

STATE OF WISCONSIN, }
COUNTY OF MILWAUKEE. } ss.:

On this 2nd day of May, 1980, before me personally appeared ERIC HAGERUP and F. R. OHSWALDT to me personally known, who, being by me severally duly sworn, did say: that Eric Hagerup is a Vice President and F. R. Ohswaldt is an Assistant Secretary of FIRST WISCONSIN TRUST COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Eric Hagerup and F. R. Ohswaldt severally acknowledged said instrument to be the free act and deed of said corporation.

/s/ J. R. SNYDER
J. R. Snyder

Notary Public
State of Wisconsin
My Commission expires on February 15, 1981
[Seal of Notary Public]

STATE OF WISCONSIN, }
COUNTY OF MILWAUKEE. } ss.:

C. S. McNEER, being duly sworn, says: that he is President of WISCONSIN ELECTRIC POWER COMPANY, the Mortgagor named in the foregoing instrument; that he has knowledge of the facts with regard to the making of said instrument and of the consideration therefor; that the consideration for said instrument was and is actual and adequate; and that the same was given in good faith for the purpose in such instrument set forth, namely, to define the terms and conditions of the series of First Mortgage Bonds provided for therein.

/s/ C. S. McNEER
C. S. McNeer

Sworn to before me this 2nd day of
May, 1980.

/s/ WESLEY R. CLEVELAND, JR.
Wesley R. Cleveland, Jr.

Notary Public
State of Wisconsin
My commission expires on April 5, 1981
[Seal of Notary Public]

This instrument was drafted by Robert H. Gorske and Norris Darrell, Jr.
on behalf of Wisconsin Electric Power Company.

WISCONSIN ELECTRIC POWER COMPANY

Data Relative to Recording and Filing of
 Twenty-First Supplemental Indenture
 Dated as of April 15, 1980

This Twenty-First Supplemental Indenture dated as of April 15, 1980 was recorded in the offices of the Registers of Deeds for the Counties listed below in the States of Wisconsin and Michigan, as follows:

WISCONSIN					
County	Date Recorded	Time	Reel or Volume	Image or Page	Document Number
Brown	May 5, 1980	8:01 a.m.	{ 3996 3997	{ 29 1 }	939227
Calumet	May 5, 1980	1:00 p.m.	180	137	156400
Dane	May 5, 1980	11:03 a.m.	1893	68	1664621
Dodge	May 5, 1980	10:06 a.m.	526	641	632694
Florence	May 5, 1980	10:00 a.m.	84	508	220469
Fond du Lac	May 5, 1980	11:20 a.m.	812	309	359129
Forest	May 5, 1980	8:30 a.m.	52	702	117891
Jefferson	May 5, 1980	8:50 a.m.	598	842	768933
Kenosha	May 5, 1980	10:00 a.m.	1071	939	666309
Manitowoc	May 5, 1980	11:00 a.m.	631	533	555651
Marinette	May 5, 1980	10:08 a.m.	{ 0586 0587	{ 31 1 }	414449
Milwaukee	May 5, 1980	9:15 a.m.	1293	968	5397212
Oconto	May 5, 1980	9:15 a.m.	482	21	322091
Outagamie	May 5, 1980	8:30 a.m.	2184	1	782249
Ozaukee	May 5, 1980	2:15 p.m.	449	465	318950
Portage	May 5, 1980	11:20 a.m.	414	1021	349230
Racine	May 5, 1980	8:11 a.m.	1560	223	1072260
Rock	May 5, 1980	10:12 a.m.	44	934	923220
Shawano	May 5, 1980	10:15 a.m.	555	493	370301
Sheboygan	May 5, 1980	9:26 a.m.	879	977	1055036
Vilas	May 5, 1980	9:40 a.m.	383	334	197207
Walworth	May 5, 1980	9:19 a.m.	250	782	57944
Washington	May 5, 1980	1:15 p.m.	729	437	427215
Waukesha	May 5, 1980	10:02 a.m.	406	1146	1126095
Waupaca	May 5, 1980	11:45 a.m.	543	178	395099
Waushara	May 5, 1980	9:35 a.m.	280	54	249399
Winnebago	May 5, 1980	8:02 a.m.	—	—	548844
Wood	May 5, 1980	10:45 a.m.	441	773	596626

MICHIGAN

<u>County</u>	<u>Date Recorded</u>	<u>Time</u>	<u>Reel, Volume or Liber</u>	<u>Image or Page</u>	<u>Document Number</u>
*Alger	May 5, 1980	9:30 a.m.	63	186	—
*Baraga	May 5, 1980	8:35 a.m.	18	29	—
*Delta	May 5, 1980	11:00 a.m.	209	621	—
Dickinson	May 5, 1980	10:30 a.m.	124	286	178
Gogebic	May 5, 1980	11:40 a.m.	99	339	57718
*Houghton	May 5, 1980	9:30 a.m.	62	1	—
Iron	May 5, 1980	9:30 a.m.	112	349	—
*Marquette	May 5, 1980	8:05 a.m.	343	129	—
Menominee	May 5, 1980	10:18 a.m.	250	101	496
*Ontonagon	May 5, 1980	12:00 noon	50	367	—
*Schoolcraft	May 5, 1980	10:00 a.m.	68	50	—

In order to comply with the Michigan Statutes, as amended, relative to making effective mortgage liens on personal property located in the State of Michigan, the Twenty-First Supplemental Indenture dated as of April 15, 1980 was filed with the Secretary of State of the State of Michigan in Lansing, Ingham County, on May 5, 1980 at 3:20 p.m. Eastern Daylight Time as file number 52489A.

* Eastern Daylight Time was in effect for these seven counties and Ingham County on May 5, 1980. All other listed counties in Wisconsin and Michigan were on Central Daylight Time.